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**THIS BILATERAL CONNECTION AGREEMENT** is made on the [ ] day of [ ] 20[ ]

**BETWEEN**

(1) [ ] a company registered in [ ] with number [ ] whose registered office is at [ ] (the “**Company**”, which expression shall include its successors and/or permitted assigns); and

(2) [ ] a company registered in [ ] with number [ ] whose registered office is at [ ] (the “**User**”, which expression shall include its successors and/or permitted assigns).

**WHEREAS**

(A) The User has applied for Connection to and use of the Company’s Distribution System and pursuant to the Company’s Distribution Licence the Company is required to offer terms in this respect.

(B) The Company and the User are parties to the Distribution Connection and Use of System Agreement (the “**DCUSA**”) as referred to in Condition 22 of their distribution licences granted, or treated as granted, under the Electricity Act 1989.

(C) This Bilateral Connection Agreement including its schedules (this “**BCA**”) is entered into pursuant to the DCUSA and shall be read as being governed by it.

(D) For the purposes of this BCA, the Company is the person providing Connection and Use of Distribution System (and so is the Company for the purposes of the DCUSA) and the User is the person receiving Connection and Use of Distribution System (and so is the User for the purposes of the DCUSA).

**NOW IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS, INTERPRETATION AND CONSTRUCTION**

1.1 Unless the subject matter or context otherwise requires or is inconsistent therewith, terms and expressions defined in the DCUSA have the same meanings in this BCA.

Where terms and expressions have different meanings in respect of Sections 2A and 2B of the DCUSA, the meanings given in respect of Section 2B of the DCUSA shall apply.

1.2 The following terms and expressions shall have the meaning set out below:-

[Term]	[Meaning]
.....	.....
.....	.....

1.3 Unless the subject matter or context otherwise requires or is inconsistent therewith, the rules of interpretation applying in the DCUSA shall apply equally to this BCA, and accordingly clause 1.2 of the DCUSA shall apply to this BCA as if it was set out herein and referred to this BCA (rather than “the Agreement”). Where different rules of interpretation apply in respect of Sections 2A and 2B of the DCUSA, the rules of interpretation applying in respect of Section 2B of the DCUSA shall apply.

**2. COMMENCEMENT, DURATION AND CONNECTION**

2.1 This BCA shall take effect on the date hereof and shall continue in force until terminated in accordance with Clause 7.

2.2 The DCUSA and this BCA shall supersede any prior agreements or arrangements between the Company and the User in respect of Connection at the Connection Points specified herein.

**3. THE USER’S RIGHT TO BE AND TO REMAIN CONNECTED TO THE COMPANY’S DISTRIBUTION SYSTEM**

3.1 Subject to the terms and conditions of the DCUSA and this BCA, the User shall have the right for the User’s System to be, and to remain, Connected to the Company’s Distribution System at the Connection Points specified herein, and (subject to the DCUSA) the right to be and remain Energised.

3.2 The rights referred to in Clause 3.1 are conditional upon:

- 3.2.1 ['Completion'] of the relevant Connection Assets under and in accordance with any agreement for the construction or modification of the Connection Assets so that they may be Energised;
- 3.2.2 the Company having procured, or the User having procured or granted to the Company in respect of land under its control, the land rights and interests for the Connection Assets as specified in Schedule 3 (and those land rights and interests remaining in force) [or the User having provided an indemnity to the Company (on terms reasonably acceptable to the Company) in respect of the absence of such rights]; and
- 3.2.3 [ANY FURTHER SITE SPECIFIC CONDITIONS TO BE AGREED].
- 3.3 If the conditions set out in Clause 3.2 are not fulfilled at the date hereof each party shall use reasonable endeavours to procure the fulfilment of those conditions relating to it which have not already been fulfilled. If the conditions have not been fulfilled within three months of the date hereof, the Company shall have the right to terminate this BCA.
- 3.4 Once each of the conditions in Clause 3.2 has been fulfilled, each party shall use reasonable endeavours to keep such conditions relating to it fulfilled throughout the term of this BCA.
- 3.5 The User and the Company undertake to each other that they shall forthwith notify the other of any change of circumstances occurring hereafter as a result of which any of the above conditions ceases to apply and the User and the Company shall indemnify each other against all actions, proceedings, claims or demands brought or threatened against them by a third party as a result of any breach of the undertakings contained in Clause 3.

#### **4. THE CONNECTION POINTS, CONNECTION EQUIPMENT AND CONNECTION ASSETS**

- 4.1 The Connection Points, Connection Equipment and Connection Assets to which this BCA relates are more particularly described in Schedules 1 and 3.

## **5. MAXIMUM CAPACITY**

- 5.1 The Maximum Import Capacity and the Maximum Export Capacity for this BCA are specified at Schedule 1.

## **6. COMPLIANCE WITH SITE SPECIFIC CONDITIONS AND OPERATIONAL ARRANGEMENTS**

- 6.1 The site specific conditions and operational arrangements are specified in Schedule 3. As appropriate the Company and/or the User shall use reasonable endeavours to comply with them.

## **7. TERM**

- 7.1 Subject to Clause 3.3, this BCA shall continue in full force and effect until:
- 7.1.1 terminated by the User giving the Company 3 months' notice in writing (or such lesser period as may be agreed between the parties);
  - 7.1.2 terminated by the Company giving the User 3 months' notice in writing (or such lesser period as may be agreed between the parties) save that for so long as the Company is required to offer terms for Connection and Use of Distribution System to the User in respect of the Company's Distribution System pursuant to the Company's Distribution Licence, such termination shall only be effective if the User does not notify the Company within 14 days of the date of the Company's notice that the User requires replacement terms to be entered into pursuant to Condition 12 of the Company's Distribution Licence;
  - 7.1.3 terminated in accordance with Clause 7.3; or
  - 7.1.4 (subject to contrary agreement between the parties) Disconnection of the Connection Point.
- 7.2 For the purpose of this BCA it shall be an event of default if:
- 7.2.1 the User ceases to be a Party to the DCUSA;

- 7.2.2 the User breaches in any material respect any of its obligations under this BCA and (if it is capable of remedy) it is not remedied within 30 days of receiving written notice from the Company of the occurrence thereof; or
  - 7.2.3 any of the conditions precedent set out in Clause 3.2 and relating to the User cease to be satisfied.
- 7.3 Upon an event of default pursuant to Clause 7.2, the Company (without prejudice to its other rights and remedies) shall have the following rights:
  - 7.3.1 to terminate this BCA;
  - 7.3.2 to an injunction or equitable relief, or to make restitution of amounts improperly received; and
  - 7.3.3 to set off any amounts then due and owing by the User to the Company against amount payable by the Company to the User.
- 7.4 Upon termination of this BCA the User shall allow the Company at its sole option to Disconnect, and to enter the User's (and/or, in the case of an Offshore Transmission System, the Offshore Transmission Owner's) premises in order to Disconnect, the Connection Point and shall pay to the Company all sums then due and payable or accrued due under this BCA and any costs incurred by the Company in Disconnecting the Connection Point and removing the Company's Connection Equipment and/or the User's Connection Equipment and re-instating the Company's premises or those of any Affiliate.
- 7.5 Termination of this BCA shall not affect any rights or obligations which may have accrued prior to termination or resulting from the event giving rise to the right to terminate and shall not affect any continuing obligations which survive termination.
- 7.6 Clauses 7.3, 7.4, 7.5, 7.6, 7.7 and 9 shall survive termination of this BCA.
- 7.7 Upon termination of this BCA for any reason whatsoever, the User shall pay to the Company the charges due or owing to the Company under the DCUSA and this BCA (or such other agreements as may be in place) together with any, costs, fees and expenses properly incurred by the Company as a result of such termination, and the

User shall pay the same within 28 days of the date of an invoice submitted by the Company.

## **8. VARIATIONS**

- 8.1 Subject to Clause 8.2, and 8.3 below, no variation to this BCA shall be effective unless made in writing and signed by or on behalf of both parties.
- 8.2 Either party shall at any time be entitled to propose variations to this BCA by notice in writing to the other party (including variations to the Maximum Import Capacity and the Maximum Export Capacity). The Company and the User shall negotiate in good faith the terms of any such variation, but if a variation to this BCA has not been agreed and put into effect within 20 Working Days after it has been proposed, either party shall be entitled to refer the matter to the Authority, pursuant to Section 23 of the Act, as if the variation were a new connection as referred to in that Section. The parties shall give effect to the determination of the Authority and shall enter into any agreement supplemental to this BCA as shall be necessary to give effect to any variation agreed or so determined.
- 8.3 The parties shall use reasonable endeavours to ensure the BCA is maintained (or varied) in line with the DCUSA and other Relevant Instruments.

## **9. GENERAL**

- 9.1 For the purposes of this BCA and the provisions of the DCUSA referred to in Clause 9.2.1, the figure of “£1 million” referred to in that provision of the DCUSA shall [remain unchanged] / [be replaced with “£5 million”] [DELETE AS APPROPRIATE].
- 9.2 Subject to Clause 9.1, the provisions of the DCUSA under the following headings shall apply to this BCA as if they were set out herein and referred to this BCA (rather than “the Agreement”):
- 9.2.1 Limitation of Liability;
  - 9.2.2 Force Majeure;
  - 9.2.3 Disputes;



- 9.2.4 Notices;
- 9.2.5 Entire Agreement;
- 9.2.6 Severability;
- 9.2.7 Waivers;
- 9.2.8 Third Party Rights;
- 9.2.9 Assignment and Sub-contracting; and
- 9.2.10 Law and Jurisdiction.

**IN WITNESS WHEREOF** the hands of the duly authorised representatives of the parties hereto at the date first above written:

Signed for and on behalf of the User by )  
 )

Print name: ..... ) Signature: .....

Job title: ..... )

Signed for and on behalf of the Company by )  
 )

Print name: ..... ) Signature:.....

Job title: ..... )

## **SCHEDULE 1 - CONNECTION CHARACTERISTICS**

### **NAMING AND DEFINITION OF THE CONNECTION**

Including commencement date and geographic plans where appropriate.

### **DECLARATION OF CAPACITY REQUIREMENTS**

## **SCHEDULE 2 - USE OF SYSTEM, METERING AND DATA PROVISION**

### **USE OF SYSTEM**

Tariff for the Connection Point (by reference to the Relevant Charging Statement)

### **METERING**

Including type of meter, functionality, registers if applicable. If no meter is required state that this is the case.

### **DATA PROVISION**

Including unique references, data formats, frequency, type of LAF (generic/specific).

## **SCHEDULE 3 - SITE SPECIFIC CONDITIONS**

OPERATIONAL ARRANGEMENTS AND DIAGRAMS

ASSET OWNERSHIP AND RESPONSIBILITY SCHEDULES

*[In the case of Offshore Transmission Systems, the Electrical Plant and Electric Lines of the Offshore Transmission Owner should be identified as being Connection Equipment of the OTSO Party.]*

TECHNICAL CONDITIONS AND DEROGATIONS

CONNECTION ASSETS

LAND RIGHTS

**SCHEDULE 4 - GENERATION**

GENERATION CONNECTED TO USER'S SYSTEM

EXCLUSION AND LIMITATIONS OF LIABILITY FOR GENERATION  
UNAVAILABILITY PAYMENT

**SCHEDULE 5 - APPLICATION FOR MODIFICATION**